

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (the "Agreement") is made and entered into by and between Huron Consulting Services LLC ("HURON"), a Delaware limited liability company, and client indicated below ("PARTICIPANT") and governs PARTICIPANT's participation in a Study on corporate compliance (the "Study").

1. PARTICIPATION.

1.1 Participation. PARTICIPANT agrees to contribute data as set forth in the Study conducted by HURON on the timeline set forth by HURON and through one or more data collection methods such as reviewing documents, online tools and interviews conducted by HURON at a mutually agreeable time (the "Data").

1.2 PARTICIPANT Representations. PARTICIPANT represents and warrants that PARTICIPANT has the right to the Data and is legally authorized to submit the Data to HURON. PARTICIPANT represents and warrants that the Data it provides to HURON shall be its best estimate of the data points requested.

1.3 License to Data. PARTICIPANT grants to HURON a non-exclusive, perpetual, irrevocable license to use, copy, distribute, publish and display the Data. HURON may directly or indirectly use the Data in a de-identified aggregate form in connection with the performance of analysis and in providing consulting services to any third party.

2. DELIVERABLES.

2.1 License. HURON shall provide PARTICIPANT with deliverables as detailed in Section 6 based upon PARTICIPANT's selected level of participation and based upon PARTICIPANT's participation in the Study that will provide the results of the Study in a de-identified form and will allow PARTICIPANT to compare its administrative and research operations against that of other Study participants (the "Report"). HURON hereby grants to PARTICIPANT a non-exclusive, non-transferable, limited right to use the Report. The license granted herein is limited to PARTICIPANT's employees and officers and only in the course of and for PARTICIPANT's internal business purposes and may not be resold or redistributed in any manner. The Report and content contained therein is for informational purposes only and does not constitute advice. PARTICIPANT acknowledges that the content of the Report is being provided by participants, and not HURON, and as such the Report is provided on an as-is basis.

2.2 Ownership. As a condition precedent to the license granted in this Section, PARTICIPANT acknowledges and agrees that between PARTICIPANT and HURON, HURON owns all copyright, trademark, trade secret and other proprietary rights in the Study, the content of the Report and in each report and other deliverable generated from the Study and all intellectual property contained therein and PARTICIPANT receives no right or interest thereto beyond the limited license

granted herein. PARTICIPANT hereby assigns to HURON all right title and interest in and to the Study that it may have including all intellectual property rights therein.

2.3 Limitations. Except for the license rights expressly granted herein, no express or implied license, right or interest in or to any intellectual property of HURON is conferred by this Agreement. PARTICIPANT shall not remove any proprietary rights notice from the Study or any reports or deliverables generated therefrom. Any portion of the Report or its content merged into or used in conjunction with other material will continue to be the property of HURON and subject to the terms and conditions of this Agreement. Any use of the Report not expressly permitted by this Agreement is prohibited.

3. CONFIDENTIAL INFORMATION.

3.1 Confidential Information defined. "Confidential Information", as used herein, means any or all information or proprietary materials (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either party (the "disclosing party") to the other (the "receiving party") in connection with this Agreement, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, (iii) information relating to business plans, sales or marketing methods and customer lists or requirements. "Confidential Information" shall not include (a) any information which is or becomes publicly known through no breach of this Agreement; (b) any information lawfully received by a third party who has a lawful right to disclose; (c) any information which is independently developed by the receiving party and such independent development is documented; or (d) any information which is required to be disclosed pursuant to law, rule, regulation or court order, provided, however, that the receiving party gives the disclosing party prompt notice upon learning of such disclosure obligation and the receiving party only discloses the minimum amount of information necessary to be in compliance with such law, rule, regulation or court order.

3.2 Confidential Information. Each party acknowledges that any Confidential Information shall be held in strict confidence. Each party agrees that it will use at least the same effort to prevent disclosure of the other party's Confidential Information as it uses to protect its own Confidential Information of like character. Each party will limit its disclosure and use of the other party's Confidential Information to those of its employees, consultants and agents as have a need to know such information and who have agreed to maintain the

confidentiality of such information in a manner consistent with this Agreement. Each party agrees that it may only use Confidential Information for the purposes for which it was originally disclosed and only in accordance with the terms and conditions of this Agreement. Each party will promptly return all copies of the other party's Confidential Information as is requested by such other party at any time in writing, if feasible, or destroy or otherwise safeguard such Confidential Information in a reasonable manner. If a party is required by law to disclose Confidential Information of the other party, the party so required will notify the other party (to the extent allowed by law) of its opportunity to seek a protective order against disclosure. If no protective order is obtained, the party legally required to disclose Confidential Information of the other will disclose only the minimum amount of information required by law.

3.3 Injunctive Relief. Each party acknowledges that any disclosure of Confidential Information in violation of this Agreement is likely to cause serious and irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Each party therefore agrees that if the other party breaches this Agreement with respect to the disclosure of Confidential Information or if such party has cause to believe that the other party intends to or is about to commit such a breach of this Agreement, then such party shall have the right to obtain an injunction to halt or prevent such breach.

3.4 Confidentiality of PARTICIPANT Identity. HURON will disclose PARTICIPANT's data only in a de-identified and aggregated form grouped with data from no fewer than three participants. HURON will not release or disclose PARTICIPANT's Data in any format that identifies PARTICIPANT as the contributor of any specific data except as required by legal process, or as requested by the PARTICIPANT. If any legal demand for PARTICIPANT's Data is made upon HURON, HURON will, to the extent permitted by law, promptly notify PARTICIPANT so that PARTICIPANT may, at its option, challenge the validity of the legal process. PARTICIPANT agrees to keep the identity of the other participants in the Study confidential and to treat the same as confidential information hereunder.

3.5 Confidentiality of Report. PARTICIPANT may not publicly disclose content of the Study or any reports generated therefrom externally. Such external discussions may include, but are not limited to, articles, speeches, analyst presentations and interviews.

4. WARRANTY AND LIMITATION OF LIABILITY

4.1 DISCLAIMER AND LIMITATION OF LIABILITY. Although Huron has attempted to provide accurate information in the Study and Report, it makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. THE STUDY

AND REPORT ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OR ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER HURON NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS IN CONNECTION WITH THIS AGREEMENT OR RESULTING FROM USE OF INFORMATION OR CONTENT IN THE REPORT OR STUDY, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF HURON. IN NO EVENT SHALL HURON BE LIABLE FOR ANY THIRD PARTY CLAIM. LIABILITY FOR DAMAGES SHALL BE LIMITED AND/OR EXCLUDED AS PROVIDED IN THIS AGREEMENT, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

5. TERM AND TERMINATION

5.1 Term of Agreement. This Agreement will begin on the Effective Date and will continue until the Study is complete and the Report delivered to PARTICIPANT unless terminated earlier as provided for herein. HURON's rights to the data provided pursuant to this Agreement will continue in existence after the conclusion of the Survey.

5.2 Termination. Either party may terminate this Agreement without cause upon five (5) days written notice to the other party. HURON shall have the right to terminate PARTICIPANT's license immediately in the event that Huron determines in its sole judgment that PARTICIPANT has made any improper use of the Study or the Report.

5.3 Effect of Termination. Sections 1.2, 1.3, 2.2, 4, 5, and 7 shall survive termination or expiration of this Agreement for any reason whatsoever.

6. CONSIDERATION

6.1 No Payments. In exchange for its participation in the Survey and submission of data, PARTICIPANT shall receive an executive summary of the Report, aggregate study results from the Survey and the opportunity to participate in a conference call to discuss the Survey results.

7. MISCELLANEOUS PROVISIONS

7.1 Use of Name. Neither party shall use the name or logo of the other party or of any of its affiliates, or any variation or acronym thereof, without the prior written consent of

the other party, except that HURON may include the name of CLIENT in lists of participants in the Study.

7.2 Further Work. Nothing contained herein shall obligate HURON to provide any other services beyond those described in this Agreement.

7.3 Amendment. Any amendment to this Agreement must be in writing and signed by each of the parties.

7.4 Assignment. Upon written notice, either party may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement .

7.5 Severability. If any part of this Agreement is determined to be invalid, illegal or unenforceable by any governing body, or by any regulation issued by the United States or a State, or declared null and void by any court with valid jurisdiction, then the parties will modify such part, if possible, to conform to the law, and the remaining parts will be fully effective and operative insofar as reasonably possible.

7.6 Entire Agreement. This Agreement, including its exhibits, constitutes the entire understanding and agreement between the parties concerning the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings between the parties, whether oral or in writing, concerning its subject matter.

7.7 Jurisdiction. This Agreement is governed by the laws of the State of Illinois and venue for resolution of any disputes shall reside solely in the Federal or State courts in Cook County, Illinois. Each party consents to the personal jurisdiction of the Federal and State courts located in Cook County, Illinois.

7.8 Third Party Beneficiaries. The parties do not intend to create any third party beneficiaries to this Agreement.

7.9 Waiver. No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

7.10 Relationship. The parties are independent contractors of each other. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, or other similar relationship between the parties. Neither party shall have the right to exercise control over the business of the other party.

7.11 Authority. The undersigned represent and warrant that they are authorized to enter into this Agreement on behalf of the party he/she represents, and that this Agreement will be binding on such party.

7.12 Force Majeure. Either party shall be excused from performance hereunder to the extent that such party's performance is prevented, delayed, or obstructed by causes beyond its reasonable control including but not limited to fire, explosion, accident, flood, labor trouble or shortage, breakdown in the data communication links of the service provider, any regulation, rule or act of any governmental agency or any regulatory body, public or private, or any inability to obtain or shortage of suitable material, components, parts, equipment, machinery, fuel power or transportation, power outages or shortages, Act of God, armed conflicts, civil commotion or any other cause of like character beyond the reasonable control of the non-performing party at the time such cause arises provided that the non-performing party shall use reasonable efforts to avoid or remove the cause(s) of nonperformance.

